particular individuals. As was said in an early case,—"The object of a trade mark being to indicate by its meaning or association the origin or ownership of the article, it would seem that when a right to its use is transferred to others either by act of the original parties or by operation of law, the fact of a transfer should be stated in connection with its use, otherwise a deception would be practiced upon the public and the very fraud accomplished to prevent which courts of equity interfere to protect the manufacturer." *Manhattan Medicine Company* v. *Wood*, 108 U. S. 218, 27 L. ed. 706. Of course the misrepresentation of the plaintiff must have been a material one, or it will be disregarded, *Wormser* v. *Shayne*, 111 Ill. App. 556. But most courts (following the U. S. courts) hold almost any misrepresentation as to personality of maker, place of manufacture, ingredients of product, etc., to be material. The Massachusetts court has in one case at least applied a less strict, and perhaps a more equitable test,—*Nelson* v. *Winchell Co.*, 203 Mass. 75.

HUSBAND AND WIFE—ESTATE BY ENTIRETY—CONVEYANCE OF HUSBAND'S INTEREST.—Where lands were deeded to defendant and her husband, and the husband conveyed all his right, title and interest in the lands to the complainant, who sought to partition the lands, *held*, that the complainant and defendant held the estate as tenants in common during the joint lives of defendant and her husband, with remainder to the survivor, and that this tenancy in common could be partitioned. *Schultz* v. *Ziegler* (N. J. 1912) 83 Atl. 968.

The effect of the married women's act in New Jersey on an estate by entirety is to preserve its common law incident of survivorship, the husband and wife holding the rents and profits as tenants in common during their joint lives, each one having power to dispose or charge his or her moiety during the same period. *Butler* v. *Rosenthal*, 42 N. J. Eq. 651, 9 Atl. 695, 59 Am. Rep. 52. At the common law upon marriage the husband became entitled to the rents and profits of the wife's lands. 2 KENT, COMM., Ed. 10, 130; *Barber* v. *Harris*, 15 Wend. 615; *Fairchild* v. *Chastelleaux*, 1 Pa. St. 176. In several States an interpretation similar to that in the principal case has been followed. *Hiles* v. *Fisher*, 144 N. Y. 306, 39 N. E. 337; *Howell* v. *Folsom*, 38 Ore. 184, 63 Pac. 116; *Branch* v. *Polk*, 61 Ark. 388, 33 S. W. 424, 30 L. R. A. 324. In other States the rule followed is, that the husband and wife hold the rents and profits by entirety, following the nature of the fee, and neither spouse during coverture may dispose of any interest in the lands without the assent of the other. *McCurdy* v. *Canning*, 64 Pa. St. 39; *Patton* v. *Rankin*, 68 Ind. 245; *Naylor* v. *Minock*, 96 Mich. 182, 55 N. W. 664, 35 Am. St. Rep. 595. It would seem that the rule in the principal case best subserves the purpose sought to be attained by the enactment of these married women's acts, namely, giving the wife control of her property during coverture, and the power to dispose of it without interference on the part of the husband.

JUDGMENT—EFFECT OF THE TRANSCRIPT OF A JUSTICE'S JUDGMENT FILED IN THE DISTRICT COURT.—In an action to recover possession of real estate ac-

quired by sale under an execution from the district court upon a transcript of a justice judgment filed there, *held,* that such a judgment does not by filing the transcript, become a judgment of the district court so that it has power to entertain a motion to vacate the judgment for want of service of process. *Ray* v. *Harrison,* (Okla. 1912) 121 Pac. 633.

Where statutes provide, as in the present case, that execution may issue from a court in which a transcript of the judgment of another court has been filed, it is generally held that the judgment does not become a judgment of the court where the transcript is filed, except for the purposes specified in the statute, *Crosby* v. *Farmer,* 39 Minn. 305, 40 N. W. 71; *McCunn* v. *Barnett,* 2 E. D. Smith 521; *Littser* v. *Littser,* 151 Pa. 474, 25 Atl. 117; *Mabbett* v. *Vick,* 53 Wis. 158, 10 N. W. 84. FREEMAN, JUDGMENTS, Ed. 4 § 396. In the courts of Oklahoma a transcript of the judgment of a justice may be filed and execution issued thereon in the district court, while an appeal lies only to the county court; and as reasoned by the court in the principal case, to allow the judgment transcribed to become a judgment of the district court so as to give it power to inquire into the validity of the judgment would be inconsistent with the policy of the statutes. *Atchison T. & S. F. Ry. Co.* v. *McFarland* (Okla. 1912) 120 Pac. 559. It is generally held that where a transcript is taken from the justice court, the justice who rendered the judgment thereby loses authority to enforce it, revive it, or do anything with it. *Rahm* v. *Soper,* 28 Kan. 529, *Israel* v. *Nichols Shepard Co.* 37 Kan. 68, 14 Pac. 439. Where a justice judgment has become dormant it cannot be revived in the district court upon a transcript thereof. *Hinman* v. *M. K. & T. Ry. Co.* 83 Kan. 35, 110 Pac. 102. In order to obtain the advantages of a lien by this method it is necessary to comply with the requirements of the statute, as it is held that no lien can be acquired except by a substantial compliance with these provisions in every respect. *Hobson* v. *McCambridge,* 130 Ill. 367; *Belbase* v. *Ratto,* 69 Tex. 636, *Brooke* v. *Phillips,* 83 Pa. St. 183.

JUDGMENT—ESTOPPEL—HOMESTEAD.—A note signed by an agent of a firm contained a waiver of homestead, which waiver the agent had no authority to make. Suit was brought on the note and each member of the firm served with a copy of the petition, including a copy of the note containing the homestead waiver. No defence was filed to the suit, and judgment was entered thereon against the firm and each member individually. The pleadings or judgment contained no reference to the homestead waiver, save that copies of the note were attached to the petition. The fi. fa. issued on the judgment was assigned and was levied on the homestead of one partner, and on appeal, *held,* the property was not subject to execution, for the previous suit on the note did not work an estoppel to prohibit the setting up of the homestead as a defence. *Winkles* v. *Simpson Grocery Co.* (Ga. 1912) 75 S. E. 640.

All cases agree with the general principle of law here applied, that any point which was actually and directly in issue in a former suit and was there passed upon by a court of competent jurisdiction, cannot again be put in question in any further action between the parties or their privies. *Cromwell* v. *County of Sac,* 94 U. S. 351; *Kitson* v. *Farwell,* 132 Ill. 327, 23 N. E. 1024; *Bates* v. *Spooner,* 45 Ind. 489; *Foster* v. *The Richard Busteed,* 100 Mass. 409;